

This is a comment regarding to the disabling any function of any consumer owned product.

Giving any party control over a device implies ownership (of some nature) of that device. Consumer owned products are expected to be fully controlled by the consumers. No consumer purchases a product with the expectations of shared control of that device, and there is certainly no expectation that ownership of that device is not entirely their own.

Furthermore, any control given to a party outside of the “purchase transaction”^{*} has to take place after the purchase. In this case, ownership is given to content providers only after the consumer purchases the device, because the consumer purchases the device. Prior to purchasing, the content owner has no control over that device. The content provider has not shared any cost with this consumer, but gains control to the device the same time the user does. This is not acceptable. The content provider should gain nothing from a consumer purchase of a device that does not have to be necessarily related to their content.

It is clear that this particular proposal does not have consumer’s best interest in mind. In this case paying consumers are negatively impacted (their device will no longer allow them to watch a particular program they could before). Consumers would have to acquire a new device supporting this feature or be cut off from service. Never is it acceptable to break the functionality of legal viewable content for paying consumers. This proposal is just another attempt to selfishly gain control over consumer devices to fix non-consumer problems. No one has stopped the ongoing trend of making paying consumers pay the price for those who do not pay. The lack of a better idea is not justification for a bad one.

This country cannot stand idly by while precedents, laws, and agreements are being made about technology that its population is only starting to understand that are clearly not in their best interest. The primary principle blatantly violated time and time again by the music and motion picture industry is the principle that the consumer should have to pay only once for intellectual property. The proposal made here simply provides another way to charge the consumer again for the same product, again. The consumer would now pay to go to the movie theater, the TV release, and the disc version (Blu-Ray or DVD). Moreover, corporations prevent or omit the ability for users to move their IP from one device to another to force them to purchase the same IP again and again. Sadly this has become common practice.

As of late, corporations seem to be taking on an ad revenue business models or mixed models thereof. The various newfound ways including this in various consumer products and services is to be expected. In order to further increase ad revenue, the consumer is now prevented from skipping ads. This practice does not adequately provide the consumer just means to negotiate the consumption of their own time that is exhausted by being forced to watch advertisements. In the case where a consumer wishes to watch a DVR recorded program but had only 23 minutes to do so, the control this proposal would erect would quash the consumers’ ability to do so; enforcing a prejudice on their time available to watch the program. There is no option for the consumer to opt out of advertising. This approach seems to be the developing “right to advertise” for corporations.

The armada of the entertainment industry has formed a blockade at the calm bay that was once video entertainment. Ads are included in nearly all forms of this service, with no option to opt out and consumers are paying multiple times for the same intellectual property. The FCC is the only means consumers have of protecting themselves from such attacks and it needs to take action against this proposal and any future proposals that unjustly place consumers at a disadvantage with no options or alternatives. The FCC needs to make sure the “right to advertise” does not become a reality and put a stop to the entertainment industry’s practice of charging consumers multiple times for the same product.

*“Purchase transaction” – the agreement between the vendor and the consumer to exchange products for payment. In the context of this comment, this takes place when a consumer purchases a device and enters into any agreement with the party selling the device.